



AMENDMENT - EXHIBIT
To The Accounts Receivable Purchase Agreement / Factoring and Security Agreement

This Amendment Exhibit to The Accounts Receivable Purchase Agreement / Factoring and Security Agreement ("Amendment") by and between TBS Factoring Service, LLC ("TBS") and the undersigned ("Client"), (collectively "Parties") hereby amends the Accounts Receivable Purchase and Security Agreement signed by the Parties, ("Factoring Agreement"). This Amendment amends only the items specifically set forth herein; all other terms, provisions, and conditions of the Factoring Agreement remain in full force and effect, unless specifically amended by the terms of this Amendment.

The Parties executed the above-referenced Factoring Agreement on a non-recourse basis and now desire to amend and/or change the terms of the Factoring Agreement as follows:

1. Applicable Changes:

Amended Terms:

- a) All accounts purchased by Factor and generated by Company shall have an initial 97.75% advance rate.
- b) The factoring fee or discount shall be 2.25% non-recourse.
- c) Company agrees to these terms for 12 months with no further rate negotiation.
- d) Company understands that no quick pay matches will be accepted.
- e) Company understands that all current quick pay matches will be removed. There is a limited exception for the following Brokers:
 - i. That any and all Accounts purchased by Factor generated by Company to the account debtor Steam Logistics LLC-GA shall be purchased at an initial advance rate of 98.02%.

The term of the Factoring Agreement is hereby amended and revised to reflect a term of twelve (12) months. Such amended term is effective as of the date of this Amendment. The term shall automatically renew every twelve months for another twelve-month period. Any desired termination of the Factoring Agreement by Client requires a minimum of thirty (30) days' prior written notice of termination to TBS by registered or certified mail, overnight delivery with tracking, or hand-delivery to an authorized TBS representative. Receipt of such notice must be acknowledged by TBS. Any early termination may be subject to early termination fee of 5% of the maximum credit limit.

2. The Factoring Agreement is hereby amended to reflect the provisions herein. All terms and conditions of the Factoring Agreement remain in full force and effect, except as specifically amended by this Amendment. Client represents and warrants to TBS that TBS may rely on amendments and conditions herein. TBS reserves all rights, remedies, and conditions set forth in the Factoring Agreement and the Factoring Agreement is hereby amended only to the extent set forth in this Amendment. Client agrees to provide additional documentation as requested by TBS from time to time to secure TBS's interests and hereby provides any necessary authorization for TBS to file and/or amend any UCC filing(s) to protect TBS's security interest. All authorization under the Factoring Agreement remains in full force and effect.

The undersigned Parties represent that they are authorized to sign this Amendment Exhibit to the Factoring Agreement. This Amendment is effective as of the "Effective Date" (identified below).

TBS Factoring Service, LLC

By: _____  _____

CLIENT: Phase One Logistics

By: Ashley Williams, Owner

Name & Title: Ashley Williams, Owner

Effective Date: 03/06/23

DocuSign Envelope ID: 0F7E3810-5DC4-4727-B2B1-F03F2543C70C

Mailing Address:
P.O. Box 18109
Oklahoma City, OK 73154



Phone: 800-207-7661 | 405-528-4490

Fax: 405-576-3189

www.tbsfactoring.com

Factoring Checklist – What We Need:

- This Fully Completed & Signed Application
- Voided Check for Payment Processing
- Certificate of Insurance
- Signed Authorization & Terms of Service Acknowledgement
- Copy of Driver's License(s)
- Motor Carrier Authority Letter
- IRS Form 8821 (attached)*
- Fuel Card Agreement (if applicable & selected)

*Form 8821 is required to be completed with this application and your agreement with TBS Factoring Service, LLC. This form is required for us to monitor tax liens that may be filed against your Company.

COMPANY PROFILE

(Please fill in all information accurately and completely with full legal name and information to avoid processing delays; TBS reserves the right to make corrections to misspelled names (to match DL's), and incomplete company legal names, dba's and other necessary corrections to preserve TBS's interest).

Company Information (Desired Name):

PHASE ONE SERVICES LLC

Company Name (Full Legal Name)

(Please send your certificate AND Articles for LLC/Inc/Partnership)

DBA

Ashley Williams	Contact Name:	Phone: 832-689-2518	
826 darbydale crossing ln	houston	texas	77090
Physical Address (No P.O. Box)	City	State	Zip
826 DARBYDALE CROSSING LN	HOUSTON	TX	77090
Mailing Address (if different)	City	State	Zip
832-689-2518	832-689-2518		
Telephone (include Area Code)	Fax (include Area Code)	Cell (include Area Code)	
82-4155551	3199923	166410	phaseone logistics@gmail.com
Federal ID Number	DOT Number	MC Number	Email address

CHECK HERE TO OPT-IN TO RECEIVE TEXT MESSAGES. By checking this box, I authorize TBS Factoring Service, LLC and its affiliates to send me text messages (to the number inserted below) about my account, updates, special offers, and general TBS news. I hereby release and agree to hold harmless TBS Factoring Service, LLC and its affiliates from any and all claims and demands arising out of or in connection with such text messages. I certify that I am over the age of thirteen (13) and am legal authorized to agree to these terms. Mobile text messages are intended for subscribers over the age of 13 and are delivered by USA short code 95577. Your normal carrier rates and fees apply for text and data. For help, text "HELP" to 95577. You may stop your mobile subscription at any time by texting "STOP" to code 95577.

Ashley Williams

832-689-2518

11/13/18

Name

Mobile Number

Authorization Date

On the next page, please list each owner, director, member, principal, partner, agent, or otherwise of the Company separately based on entity structure and formation - all information is required to process your application. Add additional pages if necessary.

When filing for a multi-member LLC, % of ownership does not have to be stated.

DocuSign Envelope ID: 0F7E3810-5DC4-4727-B2B1-F03F2543C70C

Company Principal/Owner: Ownership _____ %

Ashley Nichole williams	Owner	
First Name (First, Middle, Last)	Title	
826 darbydale crossing ln	houston, tx 77090	<input checked="" type="checkbox"/> Rent <input type="checkbox"/> Own
Home Address	City, State, Zip Code	
832-689-2518	houston	
Home Phone	Social Security Number	
07/11/1986	465-77-8889	
Date of Birth	Place of Birth (State & Country)	
17151019	TX	07/11/2022
Driver's License Number	Issuing State	Expiration Date

Company Secondary Principal/Owner: Check Here if Not Applicable **Ownership** _____ %

Secondary First Name (First, Middle, Last)	Title	
		<input type="checkbox"/> Rent <input type="checkbox"/> Own
Home Address	City, State, Zip Code	
Home Phone	Social Security Number	
Date of Birth	Place of Birth (State & Country)	
Driver's License Number	Issuing State	Expiration Date

Company Third Principal/Owner: Check Here if Not Applicable **Ownership** _____ %

Third First Name (First, Middle, Last)	Title	
		<input type="checkbox"/> Rent <input type="checkbox"/> Own
Home Address	City, State, Zip Code	
Home Phone	Social Security Number	
Date of Birth	Place of Birth (State & Country)	
Driver's License Number	Issuing State	Expiration Date

Company Fourth Principal/Owner: Check Here if Not Applicable **Ownership** _____ %

Fourth First Name (First, Middle, Last)	Title	
		<input type="checkbox"/> Rent <input type="checkbox"/> Own
Home Address	City, State, Zip Code	
Home Phone	Social Security Number	
Date of Birth	Place of Birth (State & Country)	
Driver's License Number	Issuing State	Expiration Date

AUTHORIZATION

(This is a legally binding document and should be carefully read and reviewed before signing).

Investigation Check and Service Terms Authorization

I/We understand that the submission of this factoring application and signed authorization with TBS Factoring Service, LLC ("TBS") and completion of the company profile for the undersigned client / company ("Company" or "Client") authorizes TBS to process this application and perform the necessary background and credit checks to determine your qualifications to meet our underwriting and financial guidelines; however, by completing this application and signing this Authorization, it does not mean that TBS will factor loads or provide any financial services to you or to the Company identified. All services are contingent upon TBS's review, verification, and final written approval. By completing, submitting, and signing this factoring application and Authorization, the undersigned verifies and hereby authorizes TBS to run a background and credit check on the above-named Company (including all principals listed) for the purpose of determining the eligibility for services and/or to obtain any other necessary information or documentation to conduct a credit and/or background investigation. Furthermore, by completing this Authorization and signing, the persons whose names appear below agree to be bound by the terms and conditions of this application, as well as the terms of service for the Accounts Receivable Purchase and Security Agreement Terms and Conditions, ("Terms of Service"), which have been provided to you along with this application. The Terms of Service are incorporated by reference and are binding upon you and the Company. As part of the Terms of Service, a personal guarantor is required and the personal guarantor identified below agrees to be bound by the Terms of Services and the provisions herein just like all owners, principals, members, or officers of the Company. For services rendered, the undersigned agrees that TBS or its agent may file a Uniform Commercial Code (UCC) financing statement against Company's accounts receivable and other collateral to preserve its security interest wherever necessary to evidence the security interest of TBS in accordance with the Terms of Service.

Signature Authorization – Authorized Signors for Company

The undersigned represents that they are an authorized owner, officer, manager, principal, partner, member, and/or agent of the named Company and hereby certifies that the following persons, (whose names, titles, and signatures appear below) are duly authorized to act with full authority for said Company in all transactions, assignments, purchases, transfers, sales, and all other business dealings and transactions with TBS in the manner and to the extent specified in the Terms of Service. Such persons are duly qualified and are acting in their respective capacities as authorized by the Company. The Company agrees to immediately notify TBS if any named person below ceases to occupy the designated position or is no longer authorized to act on behalf of Company. Further, Company agrees to immediately notify TBS of any successor persons authorized to act on Company's behalf. TBS may rely on the authorities designated herein and shall have no liability to the Company or to any other persons for such reliance. Company must properly notify TBS of designated authority changes and such notifications shall not be effective, unless in writing and given at least two (2) business days prior to effectuate the change. The persons named and whose signatures appear below represent that they are duly authorized to act and make decisions on behalf of the Company and to bind the Company to documented agreements, terms, and conditions.

<u>Last Name</u>	<u>First Name</u>	<u>Position</u>	<u>Signature</u>
williams	Ashley	Owner	Ashley Williams

Company Legal Name / Client Name: PHASE ONE SERVICES LLC

Authorized By: Ashley Williams
Printed Name

Personal Guarantor: Ashley Williams
Printed Name

Ashley Williams
(Authorizers Signature)

Riley Williams
(Guarantors Signature)

SCHEDULE A - DISCOUNT SCHEDULE

This Schedule A – Discount Schedule incorporates by reference and is incorporated by reference into the Accounts Receivable Purchase and Security Agreement Terms and Conditions, (“**Terms of Service**”), a copy of which has been provided to you with this application. Capitalized words used in this Discount Schedule shall have the meaning given to them in the Terms of Service.

- Recourse** (Under a recourse agreement it is understood that you (Company) must buy back any receivables that cannot be collected on or if the debtor fails to pay TBS). Recourse Term: 60-days Other: _____
- Non-Recourse** (Under the non-recourse program, TBS assumes the risk. If your debtor defaults, then you will not be responsible. However, this program does not eliminate your responsibility for any payment discrepancies, including warranties, fees or other charges).
- Twelve (12) Months** (Auto-renews for consecutive 12-month terms, unless 60-days prior written notice to TBS is given prior to the end of the then-current term for any termination request).
- six (6) **Months** (Selecting this option results in a higher rate because of the shorter Term. The Terms of Service will auto-renew on the same terms and requires at least 30-days written notice to TBS prior to the end of the then-current term).

ITEM DESCRIPTION	RATE / FEE
TBS Rate Per Purchased Account	For each Account purchased by TBS, TBS shall earn a fee of <u>Four & a half</u> percent (<u>4.5</u> %) of the face value (e.g. full invoice amount) of each Account purchased, in addition to any other agreed upon deductions, charge-back amounts, fees, and expenses per the Terms of Service and agreement of the Parties.
Advance Rate	<p>(1) For the non-recourse program, the advance rate will be based off the purchase % rate above.</p> <p>(2) For the recourse program, the advance rate may vary as follows:</p> <p>0-30 days = advance rate of _____ %</p> <p>31-45 days = advance rate of _____ %</p> <p>46-60 days = advance rate of _____ %</p> <p>61-75 days = advance rate of _____ %</p> <p>76-90 days = advance rate of _____ %</p> <p>A charge-back to Client will occur if sums remain unpaid beginning on day _____. </p> <p>(3) Recourse program has a flat fee of _____ % with charge-back of unpaid sums beginning on day _____. </p>
Reserve Rate	For all Accounts purchased by TBS, TBS may hold a reserve amount up to _____.
Unauthorized Advances or Client Deposits Funds Due to TBS	<p>(1) Client shall not accept any advances on purchased Accounts from any other party; if Client accepts funds from the debtor or other third-party, then Client shall IMMEDIATELY remit all advanced funds received to TBS, plus a twenty-five percent (25%) convenience fee based on the advanced amount received by Client and remit to TBS.</p> <p>(2) If Client deposits any funds or sums of money due TBS, or if Client causes funds to be misdirected or misapplied, which are due to TBS, then Client shall IMMEDIATELY cause all such funds received, plus a fifteen percent (15%) processing fee (based on the amount wrongfully deposited, misdirected, or misapplied by Client) to be remitted to TBS.</p> <p><i>(For either (1) or (2), TBS reserves the right to charge such amounts back to Client or charge such amounts against Client's bank account on record with TBS for such purposes).</i></p>
Early Termination Fee	See Paragraph 12 of the Terms of Service.
UCC-3 Release	\$225.00 release fee will be charged to Client per each UCC-3 release requested and/or required upon fulfillment of Client's obligations under the Terms of Service. (This is a release of the UCC-1 Financing Statement filed granting TBS a security interest in the Collateral).
Post Termination Fees for Continued Account Processing	If TBS is required to process any released Accounts following TBS's termination of the Terms of Service following a period of thirty days (30), TBS will either charge a \$20.00 fee to process the check or return the funds directly to the account debtor. (Client has the sole responsibility to notify debtors in changes on their Accounts).

By signing this Discount Schedule, the undersigned is binding the Company / Client to the referenced Terms of Service, this Discount Schedule with applicable pricing and fees, and all other terms of the Parties documented relationship. In the event of a conflict in the Terms of Service and this Discount Schedule, this Discount Schedule will control.

Authorized and Signed By: Ashley Williams Date: 11/13/18
 Printed Name: Ashley Williams Title: Owner

DocuSign Envelope ID: 0F7E3810-5DC4-4727-B2B1-F03F2543C70C

Mailing Address:
P.O. Box 18109
Oklahoma City, OK 73154



Phone: 800-207-7661 | 405-528-4490

Fax: 405-576-3189

www.tbsfactoring.com

DELIVERY OF FUNDS**CLIENT:** PHASE ONE SERVICES LLC**TIN/EIN#** 82-4155551

Select one of the following:

1. ACH electronic direct deposit (\$3.00; 24-48 hours to appear in your account)
2. Bank wire (\$12.00; appears same day or next morning in your account)

**Fill in information for ACH or Bank Wire **

Name of Bank:	Wells Fargo
Bank Address:	17317 North Fwy, Houston, TX 77090
Bank Phone #:	281) 444-5440
Bank Routing #:	121000248
Bank Account #:	7943039953
Name(s) on Acct:	Ashley Williams /Phase One Logistics
Type of Account:	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings

3. TBS / EFS Fuel Card Deposits (\$5.00; appears in your fuel account same day) (must have TBS/EFS Acct)
4. TBS / Comdata Fuel Card Deposit (\$5.00; appears in your fuel account same day) (must have TBS/Comdata Acct)

I hereby authorize TBS Factoring Service, LLC, ("TBS") to debit and/or credit the account and financial institution named on this form for purposes of my obligations under the Terms of Service and agreements signed with TBS. Furthermore, this authorization shall remain in effect until all Client obligations (including all sums of money due to TBS related to TBS's relationship with Client), have been fulfilled and written notification canceling this authorization is given and granted. TBS reserves the right to request and receive a copy of a voided check from the account identified herein as additional verification. The undersigned represents and warrants that they are duly authorized to sign this Delivery of Funds and make the designations herein on behalf of the named Client / Company.

Signed: Ashley WilliamsDate: 11/13/18Printed Name & Title: Ashley Williams owner